

**PREMISES LEASE**

THIS PREMISES LEASE ("Lease") made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called "**Tenant**", and **RENAISSANCE PARTNERS, LLC**, a Florida limited liability corporation, hereinafter called "**Landlord**".

**WITNESSETH:**

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged by the parties hereto, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, the following: 40,000 net rentable square feet within the Frenchtown Renaissance Center located at Macomb and Carolina Streets, and 200 parking spaces in the associated parking garage, all of which are located in Tallahassee, Leon County, Florida (collectively, "**Premises**").

[REDACTED]

The following additional terms and conditions, unless otherwise expressly stated, shall be applicable at all times throughout the term of this Lease, and any extensions or renewals thereof, and are hereby mutually agreed upon.

**1. Term and Rental.**

- A. [REDACTED] Tenant has the right, at its sole discretion, to renew this Lease for one (1) further term of five (5) years; however, Tenant must give written notice to renew the Lease at least sixty (60) days prior to the end of the initial term.
- B. During the first year of the initial term, Tenant shall pay to Landlord annual rental for the Premises in the amount of \$19.50 per rentable square foot. Said rental, thereafter, shall be subject to an annual adjustment equal

to the lesser of two percent (2%) or the CPI Adjustment. The term "CPI Adjustment" shall mean the most recent, annual change in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted), computed for twelve-month period ending 120 days prior to the particular anniversary date of this Lease. The initial rental rate for parking spaces shall be \$75.00 per month (\$900.00 annually) per space. The second five years will be at a rate of \$80.00 per month (\$960.00 annually) per space, the third five years will be at a rate of \$85.00 per month (\$1,020.00 annually) per space, the fourth five years will be at a rate of \$90.00 per month (\$1,080.00 annually) per space, and the fifth five years will be at a rate of \$95.00 per month (\$1,140.00) per space. The rent shall be payable in advance, in equal monthly installments on the first day of each month during the term and any extension thereof.

2. Payment of Rent. Rentals shall be pro-rated and paid by Tenant on a monthly basis, in advance, no later than the 1<sup>st</sup> business day of each month. Unless otherwise specified in writing by Landlord to Tenant, Tenant shall pay all rentals required hereunder to Landlord, without set off, abatement or reduction, at the following address: Renaissance Partners, LLC, 1208 Hays Street, Tallahassee, Florida 32301.
3. Title and Ownership. Landlord covenants that Landlord has title to the Premises as tenant by virtue of a certain Ground Lease and sublease, as set forth therein, of even date herewith, and has the right and authority to execute this Lease for the term and upon the conditions herein contained. Title to all property brought onto, used in, or installed within the Premises by Tenant or any of its employees, including without limitation furniture and equipment, shall be and remain the property of Tenant or such employees.
4. Quiet Enjoyment. Landlord covenants that Tenant, upon the performance of the terms and conditions of this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid.

5. No Partnership or Joint Venture. Under no circumstances shall Landlord be deemed or held to be a partner or joint venturer with Tenant in the conduct of Tenant business by Tenant.
6. Repairs and Maintenance.
  - A. Landlord shall make and pay for all repairs deemed necessary by Tenant, and as may otherwise be required to comply with applicable laws, ordinances and lawful directions of properly constituted governmental authorities.
  - B. Landlord shall have responsibility for and bear the cost of all maintenance and repair of the Premises. Landlord shall perform all maintenance and repairs promptly and generally within twenty-four (24) hours of any specific notification. Landscaping and lawn maintenance will be provided three times per month for the months April through September and once per month for the months October through March.
7. Tenant Improvements and Alterations to Premises.
  - A. Landlord and Tenant shall agree on a plan to improve and maintain the condition of the Premises, including the use of the Premises for the purpose of the business of Tenant, and Landlord shall cause the Premises to be repaired, maintained, and kept in good condition for the convenient use of the Premises for the purpose of the business of Tenant. The cost of completing such plan shall be borne by Landlord at the rate of \$100 per month, plus any interest on the amount of the annual rent set forth in Section 1.B. shall include completion of all common areas, bathrooms, elevators, finished ceilings, and all electrical, heating ventilation and air conditioning systems.
  - B. Tenant shall have no right to make any alterations to the Premises without the consent of Landlord, which consent shall not be unreasonably withheld.
8. Utilities. Landlord shall pay for all utilities including, but not limited to, water, electricity, sewage, stormwater, and other utilities used on or about the Premises.

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9. Use of Premises. The Premises shall be used for office space unless Landlord otherwise consents, in writing, to a change in use, which consent will not unreasonably be withheld. Tenant shall not use the Premises for any purposes contrary to any applicable law nor shall Tenant's use of said Premises constitute a nuisance. Tenant shall not use the Premises in any manner that would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium.
10. Insurance.
- A. Hazard Insurance. Tenant shall carry such insurance on its property located on the Premises as Tenant shall desire.
  - B. Liability Insurance. With respect to personal injury or property damage occurring in or about the Premises, Tenant is an authorized and qualified self-insurer by the State of Florida, for both workers' compensation and liability, and is in full compliance with all provisions of Section 768.28, Florida Statutes, and maintains fully funded reserve accounts. Those accounts, as authorized by the Tallahassee City Commission, are solely for the purpose of providing relief from applicable claims for which Tenant may become liable. Such self-insurance reserves apply from the first dollar of loss, and there are no deductibles.
  - C. Fire and Extended Coverage Insurance. Landlord, at its expense, agrees to secure and maintain adequate fire and extended coverage insurance upon the Premises in an amount not less than full replacement cost of said Premises, and Landlord further agrees to use the proceeds of said insurance to make such repairs or rebuild, unless this Lease is terminated.
11. Bankruptcy. In the event of bankruptcy, insolvency or the assignment of assets for the benefit of creditors by either party hereto, the other party shall have the right to terminate this Lease.
12. Assignment. Tenant may not assign this Lease or sublet all or any part of the Premises, nor may this Lease be assigned or the Premises sublet by operation of law, without prior written consent of Landlord, which consent shall not be unreasonably withheld.

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13. Default.

13.1 If Tenant shall fail to perform any of the agreements or covenants on its part required to be performed under this Lease and should such failure continue for a period of thirty (30) days following written notice thereof to Tenant, or shall Tenant fail to pay the rent or shall abandon the Premises prior to the expiration of the term, and should such failure or abandonment continue for a period of ten (10) days after written notice, Landlord may, at Landlord's option, terminate this Lease. If Landlord shall fail to perform any of the agreements or covenants on its part required to be performed under this Lease and should such failure shall continue for a period of thirty (30) days following written notice thereof to Landlord, Tenant may, at its option, terminate this Lease. In the event of such default on the part of either party, the non-defaulting party shall be entitled to recover from the other party all damages suffered thereby, including a reasonable sum for attorney's fees incurred by the non-defaulting party for enforcing its rights hereunder.

13.2 The parties hereby acknowledge that they have executed, will execute, or may execute other agreements relating to development of the Frenchtown Renaissance Center, including the following: a certain "Agreement for Development of the Frenchtown Renaissance Center" dated July 10, 2003, terms and conditions of which are hereby incorporated by reference; a certain "Ground Lease" dated July 10, 2003; a certain "CDBG Grant Agreement" dated July 10, 2003; and a certain City of Tallahassee Community Redevelopment Agency Grant Agreement. The parties further acknowledge and agree that any default under any such agreement shall be deemed a default under this Lease and shall entitle the non-defaulting party to pursue such remedies as may be available to that party under this Lease or otherwise.

14. Right of Entry. Landlord shall have the right to enter the Premises at reasonable hours during the day or night to examine the same, or to make such repairs,

additions, or alterations as Landlord may deem necessary, or to exhibit the same to prospective purchasers or lenders.

15. Subordination. Upon the request of Landlord, Tenant will subordinate Tenant's rights hereunder to the lien of any leasehold mortgage by the Landlord or to the lien resulting from any other method of financing or refinancing, now or hereafter in force against the leasehold interest of the landlord and/or the building of which the Premises are a part, provided that the mortgage or other lien holder shall agree in writing that, so long as Tenant is not in default under the terms hereunder, Tenant's rights under said Lease shall not be disturbed.
16. Condemnation. If at any time during the term of this Lease, the Premises, or any such substantial part as may render it unsuitable for its current use, is taken for any public or quasi public use under statute or right of eminent domain, then and in such event when possession shall have been taken by the condemning authority, the term of this Lease hereby granted shall immediately cease and terminate and Landlord and Tenant shall be free to make a claim for the amount of the actual provable damages done to each of them by such proceedings.
17. Taxes. Landlord shall pay all real estate taxes and assessments of any kind whatsoever that may be assessed against the Premises.
18. Janitorial and Other Services.
  - 18.1 Landlord will provide and be responsible for the cost of nightly janitorial service, five (5) times per week. The nightly janitorial service shall include vacuuming, dusting, trash removal, restroom cleaning and refurnishing restroom supplies.
  - 18.2 ~~Landlord will provide, at its cost and expense, general security services for the Frenchtown Renaissance Center and the associated parking garage including a state-of-the-art security system (collectively, "Security Services").~~ The Security Services shall be subject to review and approval by Tenant and shall be fully implemented prior to occupancy of the Frenchtown Renaissance Center. Tenant shall have the right to provide or implement, at its cost and expense, any security services or measures in

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addition to the Security Services that it may decide to provide for the Premises.

19. Destruction of Premises. If during the term of this Lease, the Premises, the Frenchtown Renaissance Center or any portion thereof, or the associated parking garage shall be destroyed or damaged in whole or in part by fire, lightning, storms, earthquakes, sinkholes, or any other hazard or cause, except condemnation, and whether or not such destruction or damage is covered by insurance, Landlord shall give to the Tenant prompt notice thereof, and shall promptly and diligently repair, replace and rebuild the same, or cause the same to be so repaired, replaced or rebuilt, so that upon completion thereof the improvements and building service equipment shall have been restored to substantially the condition they were in prior to such occurrence, including any alterations or additions thereto elected to be constructed by Landlord pursuant to the terms of the Ground Lease as part of such restoration (hereinafter referred to as "**Restoration**"). The Tenant shall in no event be called upon to repair, replace or rebuild the Premises, the Frenchtown Renaissance Center, the associated parking garage, or any portion thereof. The proceeds of insurance recovered on account of the loss or casualty causing any such destruction or damage, net after reasonable expenses of recovering the same, shall be applied by the party receiving the same to the cost of such Restoration. Rent due from Tenant under this Lease shall abate, or shall be reduced on a proportional basis, during the period of any untenability of the Premises, any portion thereof, or any other portion(s) of the Frenchtown Renaissance Center or the associated parking garage that directly and adversely impacts use of the Premises by Tenant.
20. Sale or Transfer of Landlord's Interest. In the event of the sale, assignment or transfer by Landlord of its interest in the building in which the Premises are located, Landlord shall thereupon be released or discharged from all covenants and obligations of Landlord under this Lease except such liabilities and obligations of Landlord as shall have accrued prior to such sale, assignment, or transfer. All covenants and obligations of Landlord shall run with the land and be binding upon each new owner, assignee, transferee, or other successor in interest.

No such sale, assignment, or transfer shall affect the obligations of Tenant hereunder.

21. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying said Premises as a tenant from month-to-month at a rental equal to the rental herein provided, which rental shall be prorated and payable on a monthly basis, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

22. Notices. All notices, demands, requests, consents, and approvals either party is required or desires to give the other shall be in writing and sent by U.S. mail (registered and postage prepaid), or by recognized overnight courier, or by hand delivery (with signed receipt), or by facsimile transmission (if confirmed by registered mail, recognized overnight courier, or hand delivery). Delivery shall be deemed effective upon receipt at the addressee's office, upon personal delivery to the addressee's office, or upon personal delivery to the addressee, whichever is applicable, so long as receipt is subsequently confirmed. All such notices shall be addressed as set forth as follows:

To Tenant --

Real Estate Administrator  
City Hall  
300 S. Adams Street, Box A-15  
Tallahassee, FL 32308

To Landlord --

Renaissance Partners, LLC  
1208 Hays Street  
Tallahassee, Florida 32301

Either party may change its address or the person designated to receive such notice by notifying the other party of the change and its effective date in the manner provided in this Section 22.

23. Non-Waiver Provision. The failure of either party hereto to insist upon a strict performance of any of the terms or conditions herein shall not be deemed to be a waiver of any rights or remedies that either party shall have and shall not be



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deemed to be a waiver of any subsequent breach or default under the terms hereof.

24. Surrender of Premises and Equipment. Tenant shall surrender to Landlord the Premises (including fixtures and any equipment or appliances purchased by Landlord pursuant to Section 6.B) at the expiration of the term hereof, or any extension thereof, or upon termination by virtue of default by Tenant.
25. Abandonment. If, for any reason, Tenant abandons the Premises, Landlord, at its sole option, shall have the right to terminate this Lease, in which event neither party shall be obligated to the other party for matters thereafter occurring; or, in the alternative, Landlord may elect to keep this Lease in full force and effect, in which later event Landlord and Tenant shall continue to be bound and obligated to each other pursuant to the terms hereof.
26. Memorandum of Lease and Recording Fees. The parties agree to execute and record, if requested by either party hereto, a memorandum of this Lease setting forth the commencement date of this Lease, the term, a description of the property, and any other information that either party may reasonably request. The party requesting the memorandum shall pay all related costs of recording, including any documentary stamps or other tax stamps.
27. Successors and Assigns and Inclusiveness of Terms. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and to their respective legal representatives, successors and, except as otherwise provided in this Lease, their assigns. Whenever Landlord and Tenant are herein referred to, such references shall be construed as applying to their respective successors in interest and assigns and, where the context requires or admits, to their agents, employees, invitees, and similar representatives.
28. Interest on Rent Arrearages. Any installment of rent accruing under the provisions of this Lease that shall not be paid within ten (10) working days of the due date shall bear interest at the rate of five percent (5%) per annum from the date when the same was payable under the terms hereof, until the same shall be paid by Tenant to Landlord.

29. Captions. The captions in this Lease are for convenience only, are not a part of this Lease, and are not intended to limit or amplify the terms of this Lease.
30. Entire Agreement. This Lease, and the other documents and agreements referred to herein, sets forth all of the rights and duties of the parties with respect to the subject matter hereof and replaces any and all other previous agreements or understandings, whether written or oral, relating thereto. This Lease may be amended only in a writing signed by duly authorized representatives of the parties.
31. Attorneys Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the provisions of this Lease, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

**Tenant: CITY OF TALLAHASSEE**

Attest:

By: \_\_\_\_\_  
Gary Herndon, City Treasurer-Clerk

By: \_\_\_\_\_  
Anita R. Favors, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**Landlord: RENAISSANCE PARTNERS,  
LLC**

\_\_\_\_\_  
Witness as to Landlord

\_\_\_\_\_  
Witness as to Landlord

By: \_\_\_\_\_  
(Type or print name and title of signatory)

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of the City of Tallahassee, who are personally known to me and who executed the foregoing instrument, and who acknowledged before me that they executed the same, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
(Seal)

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Renaissance Partners LLC, who is personally known to me and who executed the foregoing instrument, and who acknowledged before me that he/she executed the same, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
(Seal)